

Oct. 19, 2018 3:08PM

No. 2894 P. 1/2

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Randall T. Drain Sr.

Debtor

Toyota Lease Trust

Movant

vs.

Randall T. Drain Sr.

Debtor(s)

William C. Miller Esq.

Trustee

CHAPTER 13

NO 18-11845 ELP

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is \$1,300.32, which breaks down as follows:

Post-Petition Payments:	July 25, 2018 to September 23, 2018 at \$464.40/month
Suspense Balance:	\$92.88
Total Post-Petition Arrears:	\$1,300.32

2. The Debtor(s) shall cure said arrearage in the following manner:
  - a). Beginning on October 26, 2018 and continuing through March 23, 2019, until the arrearage is cured, Debtor(s) shall pay the present regular monthly payment of \$464.40 on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-fifth (25<sup>th</sup>) day of each month, plus an installment payment of \$216.72 towards the arrearage on or before the last day of each month at the address below.

TMCC  
P.O. Box 5855  
Carol Stream, IL 60197-5855

- b). Maintenance of current monthly vehicle payments to the Movant thereafter.
3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

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No. 2894 P. 2/2

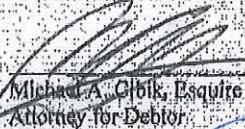
writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

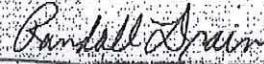
5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 9, 2018

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date: 10/22/18

  
Michael A. Glubik, Esquire  
Attorney for Debtor

  
Randall D. Arvin

10/22/18 D.A.R.

Date: 10/22/18

  
William C. Miller, Esquire  
Chapter 13 Trustee

  
Henry E. Schreyer, Esquire for  
NO OBJECTION  
without prejudice to any  
trustee rights or remedies.

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2018. However, the court  
retains discretion regarding entry of any further order.

Bankruptcy Judge  
Eric L. Frank

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Randall T. Drain Sr.	<u>Debtor</u>	CHAPTER 13
Toyota Lease Trust	<u>Movant</u>	
vs.		NO. 18-11845 ELF
Randall T. Drain Sr.	<u>Debtor(s)</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is **\$1,300.32**, which breaks down as follows;

Post-Petition Payments:	July 25, 2018 to September 25, 2018 at \$464.40/month
Suspense Balance:	\$92.88
<b>Total Post-Petition Arrears</b>	<b>\$1,300.32</b>

2. The Debtor(s) shall cure said arrearages in the following manner;
  - a). Beginning on October 25, 2018 and continuing through March 25, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$464.40** on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-fifth (25<sup>th</sup>) day of each month, plus an installment payment of **\$216.72** towards the arrearages on or before the last day of each month at the address below;

**TMCC**  
 P.O. Box 5855  
 Carol Stream, IL 60197-5855

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If

Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 9, 2018

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date:\_\_\_\_\_

\_\_\_\_\_  
Michael A. Cibik, Esquire  
Attorney for Debtor

Date:\_\_\_\_\_

\_\_\_\_\_  
William C. Miller, Esquire  
Chapter 13 Trustee

Approved by the Court this 25th day of October, 2018. However, the court retains discretion regarding entry of any further order



\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank